

CHAPTER 39 (Revised 9/7/04)

WATER AND SEWER

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**Section 1. Definitions**

**APPLICANT:** The person or persons, firm or corporation making application for utility service from the City of \_\_\_\_\_ under the terms of these rules and regulations.

**CROSS CONNECTION:** Any physical connection through which a supply of potable water could be contaminated. May include any actual or potential connection between a drinking water system and an unimproved water supply or other source of contamination.

**CUSTOMER or USER:** An applicant who has been accepted and who receives utility services from the City. By receiving services, a customer or user thereby agrees to abide by the terms set forth in these regulations.

**CUSTOMER SERVICE LINE:** The customer service line shall be that part of the piping from the main line to the dwelling or point of use for water and sewer utilities.

HONEYBUCKET WASTE: Human waste products from a non-flushing toilet.

POTABLE WATER: Water that meets current standards set by Alaska Department of Environmental Conservation (ADEC) for public drinking water.

SEPTIC LAGOON: An open containment cell, or cells, for the disposal and treatment of septic waste.

SEPTIC WASTE: Waste material from a septic disposal system.

SOLID WASTE: Garbage, rubbish, paper and waste material including all animal and vegetable refuse from food or food preparation, and dead animals.

## **Section 2. Service area**

The service area shall be the developed area within the City of \_\_\_\_\_, Alaska.

## **Section 3. Description of Service**

The City of \_\_\_\_\_, hereinafter referred to as the "City", shall use its best efforts to provide the following services:

### **A. Water System: A water system that satisfies the following requirements:**

1. Quantity: a continuous and sufficient supply of water available to customers.

Limitation of Liability: The City shall not be liable for damage resulting from interruption in water service due to improvements, repairs, customer misuse, acts of nature, shortages of supply, or other unforeseen circumstances. Whenever possible, and whenever time permits, all customers to be potentially affected by an interruption in service will be notified prior to shutdown through local notice posted in the Post Office, by local radio transmission, or direct notification.

2. Quality: water that meets current ADEC drinking water standards.

Limitation of Liability: The City shall not be liable for injury that may result from contamination of water due to damage to the water system, acts of nature, or other unforeseen circumstances. Whenever possible, all customers to be potentially affected by contaminated water interruption be notified to boil water through local notice posted in the Post Office, by local radio transmission, or direct notification.

### **B. Sewer Collection System: A safe and fully operational sewer collection system to users. The sewer collection system shall be able to handle normal sanitary wastes discharged to it without plugging or otherwise affecting building drain lines under normal operating conditions.**

Limitation of Liability: The City shall not be liable for damage resulting from interruption in sewer service due to improvements, repairs, customer misuse, freezing or other acts of nature, or other unforeseen circumstances. Whenever possible, and whenever time permits, all customers to be potentially affected by an interruption in service will be notified prior to shutdown through local notice posted in the Post Office, by local radio transmission, or direct notification.

### **C. Septic Disposal: A septage lagoon for disposal and treatment of septic waste material.**

Limitation of Liability: The City shall not be liable for damage resulting from the failure of the septage lagoon due to improvements, repairs, customer misuse, freezing, or other acts of

nature, or other unforeseen circumstances. Whenever possible, and whenever time permits, all customers to be potentially affected by an interruption in service will be notified prior to shutdown through local notice posted in the Post Office, by local radio transmission, or direct notification.

#### **Section 4. Ownership of Utility Systems**

All utility system components including water and sewer mains, valves, fittings, equipment, and other appurtenances, except customer's service lines, as defined by Section 1, are the property of the City.

#### **Section 5. Resale of Utilities**

Resale of a utility service by a customer is expressly prohibited except through special contract, in writing, between the City and the customer. The City may directly sell services to individuals or businesses, but only in those cases where application is made to the City prior to the sale, and is not done at the expense of other users.

#### **Section 6. Classification of Services**

The Classes of Service shall be as follows:

- A. Residential Service: Residential Service shall consist of all services for domestic purposes supplied to a single family dwelling unit.
- B. School Service: School service shall consist of services provided to the school and its administrative offices.
- C. Commercial Service: Commercial services shall consist of all office, commercial or business establishments, multiple family dwelling units, tribal facilities, community facilities, and City owned buildings. If a customer is located in both a single family dwelling unit and a business establishment, the higher rate shall apply.
- D. Contract Service: Contract services shall consist of those services for industrial or independent uses under contracts authorized by the City.

Where the requirement for services is large or unusual, or necessitates special services, equipment, or capacity, the City reserves the right to require a special contract, the provisions of which are different from and an exception to the regularly published utility rates and regulations. All special contracts shall be in writing, signed by the applicants, and approved by the City.

#### **Section 7. Customers**

- A. New Customers: A person or organization becomes a customer by first applying for service to the City. Each applicant for service shall sign an application form provided by the City giving the date of application, type of service requested, location of the premises to be served, the date the applicant desires services to begin, the purpose for which the service is to be used, and the address to which bills are to be sent. By signing the application, the customer agrees to abide by the rules and regulations of the utility, and to pay the fees established by the utility for the service requested. The application is a request for service and does not bind the City to furnish the service.
- B. Customers Receiving Service at the Time Ordinance Enacted: Customers receiving service at the time the provisions of this code section was enacted on \_\_\_\_\_ are not required to submit an application, but will be presumed to accept the rules and regulations of the utility, including the fees established for the service provided, if they remain customers and have not contacted the utility requesting disconnection. Customers who have been disconnected from the system prior to the

enactment of the provisions of this code must submit an application as required by Section 7 A before service can be restored.

- C. **Customers Desiring a Change in Service:** Customers desiring a material change in the size, type, character, or extent of equipment or operation which would result in a material change in the service provided, shall give the City notice of such change prior to the change taking place. An amended application must be filed with the City and any changes to the rate or deposit amount will occur prior to the change in service. All customers desiring a change in the size, location, or the number of services shall fill out an amended application. The request for amended service may be denied if the applicant has an outstanding bill due to the City.

## **Section 8. Main Extensions**

Extensions of water distribution or sewer collection mains, to areas or houses not currently being served, shall be installed only after application to and authorization by the City. Utility main extensions may require advance payment by the applicant or group of applicants of the cost of the extension before the City can provide them.

The City will determine the proper location of main extensions. Easements or permits secured for main extensions across property not owned by the City shall be obtained in the name of the City along with all rights and title to the main at the time of installation.

## **Section 9. Services**

- A. The customer shall own and maintain the customer service line.
- B. **Service Installation Charge:** At the time the applicant files for service, where no service previously existed, or for a change in service size or location, or if he or she applies for a re-connection of an existing service, the applicant shall submit a service connection fee with the application that is based on the actual cost of the installation. In the case of a new service, this fee will include all costs from the main to the dwelling, including the costs of a pit orifice and tapping saddle at the main and an arctic box at the dwelling, if necessary. The service line can be installed by either the customer or the City. Service installation charges may be waived at the discretion of the City.
- C. **Service Installation Procedures:** All connections to the City water and sewer system shall be made at the expense of the customer. Costs of the connection and the terms of the work governing the installation, including the use of self-help and use of City equipment, shall be established by the City. The City Council reserves the right to determine if the customer is capable of installing the service himself, and the City reserves the right to bill the customer for additional work incurred by the City to correct inappropriate, deficient, or inadequate connections.
- D. **Service Installation Codes:** All individual water and sewer connections, repairs, and modifications shall be made only under the terms and conditions of the Uniform Plumbing Code currently in effect within the State of Alaska, as well as any further regulations the City may require. Any electrical improvements shall be made in accordance with applicable Electrical Codes and Regulations.
- E. **Customer Plumbing:**
  - 1. The customer's plumbing, which shall include the customer service line from the main to the house, and all plumbing, piping, fixtures, and other appurtenances intended to carry water, sewage, waste water, and drainage, shall comply with the Uniform Plumbing Code (UPC).

Special attention shall be given to the elimination of any possible cross connections. All water users will be required to install and maintain a backflow prevention device between the water service connection and the first plumbing fixture or drain. The minimum requirement shall be a dual check valve assembly or as required by the UPC.

2. Customer freeze-ups, or other leaks that affect the efficiency of the City water or sewer system or the public health, are to be immediately repaired by the customer. The City reserves the right to make the repairs and bill the customer for repairs and for any excess water usage that might have resulted from the situation, should the customer be unable to make the repairs; or should the customer have abandoned the service location without proper notification to the City; or should the customer be away from the service location temporarily. It is the responsibility of the customer to notify the City immediately of any problem with the customer's plumbing that could have an adverse effect upon the City system.
3. It shall be a violation of these rules and regulations for customers to operate, cause, or permit unauthorized operations or appurtenances on the service connections.
4. It shall be a violation of these rules and regulations for any customer to make, or remake a service connection without the prior knowledge and approval of the City as detailed by this ordinance.
5. It shall be a violation of this ordinance for any individual to take bulk water from the City without prior arrangements having been made.

#### **Section 10. Water Meters**

- A. Meter Requirement: The City is authorized to require installation of a water meter at the expense of any user upon the customer's line and to charge for such service at the established meter rate set out in Schedule A.
- B. Location of Meters: Meters shall be placed either inside or under a heated building at suitable convenient places approved by the City. The meter will not be placed where freezing or damage to the meter or its related parts may occur; nor where damage to the meter could result in a loss of water from the system.
- C. Joint use of Meters: The joining of several customers to take advantage of single minimum charges and/or large quantity rates is prohibited except under special contract, in writing, from the City.

#### **Section 11. Utility Rates**

Utility rates to be charged for the various classifications of services are published in a separate "Schedule A". On a periodic basis, Schedule A will be revised and approved by resolution of the City Council.

#### **Section 12. Notices**

- A. Notices to Customers: Notices to customers from the City will normally be in writing and will be mailed or delivered to the customer at his or her last known address. Where conditions warrant, and in an emergency, the City may notify customers by telephone, messenger, or radio.
- B. Notices from Customers: Notices from the customer to the City may be given in writing, or verbally by the customer or his authorized representative at the City office. However, notices that result in a change in service or in work being performed by the City for the customer must be accompanied by the appropriate application required by Section 7. C or a signed repair order or work order.

#### **Section 13. Security Deposit**

At the time of application for service, the applicant shall establish his or her credit with the City. Credit will be deemed to be established if the applicant makes a deposit of one month's advance payment for service, plus an estimate of the cost for service installation and connection fees. No interest shall be paid on the deposit money. In no case will the deposit be considered as payment on the account, the deposit will be applied toward the closing bill, with any excess refunded to the customer at termination of service.

If an account becomes delinquent and it is necessary to discontinue the service, the deposit amount shall be applied to the unpaid balance of the account. Service will not be restored to the premises until such time as the security deposit is replaced, along with all delinquent amounts due, and payment for labor and materials expended by the City for the service disconnect/reconnect. The account is assumed to reside with the person signing the Utility Application Form, not the premises served.

#### **Section 14. Billing and Payment**

- A. Monthly Bills: All bills will be mailed on or before the \_\_\_\_\_ of each month. The bill will contain a statement of present charges due. All bills are due and payable prior to the \_\_\_\_\_ of the following month.
- B. Delinquent Bills: All bills not paid by the \_\_\_\_\_ of the following month of billing will be considered delinquent. The City may charge a late payment penalty fee on delinquent sums due to the City to the maximum extent permissible under the law.
- C. Delinquent Notice: At the discretion of the City Council, a notice of delinquency shall be mailed to each delinquent account on or after seven days from the date the account becomes delinquent.
- D. Water Turn-off Notice: If a water utility bill has not been paid a week after the Delinquent Notice, the City shall send a Water Turn-off Notice to the customer, stating the date and time at which the service may be terminated. The notice shall be sent to the customer by certified or registered mail, return receipt requested. If the receipt has not been received in the City office within ten days of mailing, notice shall be made by a City employee or agent, delivering or posting notice, at the customer's residence or place of business. The City may terminate the service at any time after the date and time indicated in the turn-off notice without further notification, unless written payment arrangements are made by the customer and approved by the City Council. The City reserves the right to reject offers of payment that are for less than the full amount due.
- E. Deposit for Reconnection: In all cases where service has been disconnected due to delinquency, the customer must file a new application and again meet the security deposit requirements set forth in Section 13 before service will be reconnected.
- F. Responsibility for Payment of Utility Bills: In all cases the person signing the utility application form is responsible for the utility bills regardless of who owns the property served. However, in the case of multi-family housing or business complexes with more than one unit the City reserves the right to bill the owner of the facility for all of the services provided by the utility.

#### **Section 15. Administration and Enforcement**

- A. These rules and regulations shall be administered and enforced by the City Council, or the person designated by the City Council to manage the utility. The City Council, shall have the authority to establish and regulate rates for the water and sewer system and collection services for all customers.
- B. A current file of rates adopted by the City Council under this code shall be available for public inspection during regular business hours at the City office. Monies collected for water, sewer and waste disposal services shall be used for maintenance, extension, repair, capital improvement, and operation of the water, sewer and waste disposal systems. Monies will be accounted for separately by the City.
- C. The City Council may adopt such additional regulations, provisions, and procedures pertaining to water, sewer, and waste disposal services as the Council deems proper.

#### **Section 16. Discontinuance or Termination of Service**

- A. Discontinuance by Customer Order: Each customer about to vacate any premises supplied with water, sewer, or waste disposal services by the City shall give at least one week written notice of his or her intentions and state the date the service is to be discontinued. Otherwise, a customer will be responsible for all services supplied to the premises until a written notice is received.

Within one week of the date stated in the notice to discontinue service, a total bill (minus any deposits due to the customer) will be prepared and delivered which is due and payable immediately. The amount of the bill for the current billing period will be determined by prorating the number of days of service received in the given month (including the date of disconnect) divided by the total number of days in the month, times the usual monthly charge for the customer. There will be no charge for disconnection of the utility.

- B. Discontinuance for Non-payment of Bills: A customer's water, sewer, or waste disposal services may be discontinued if their bill is not paid in accordance with the procedures listed in Section 14.
- C. Discontinuance for Unsafe Customer Facilities:
1. Unsafe Facilities or Unsanitary Facilities: The City may discontinue services to any premises without prior notice where plumbing facilities, appliances, or equipment, using water or discharging waste water, are dangerous, unsafe, or not in conformance with standard plumbing practice.
  2. Cross Connections: A cross connection as defined in Section 1 is unlawful. The City will discontinue service to any persons or premises where a cross connection exists. Service will not be restored until the cross connection is eliminated.
- D. Discontinuance for Water Waste: Where water is wastefully or negligently used on a customer's premises seriously affecting the general service, the City may discontinue service if such conditions are not corrected after notice by the City. Allowing water to run continuously rather than providing reasonable and proper insulation is considered wasting water. At the option of the City Council, a customer may be allowed to continue service if a meter is installed at the customer's expense (as prescribed in Section 10) and he or she pays a rate based on consumption.
- E. Discontinuance for Service Detrimental to Others: The City may refuse to furnish water or sewer, restrict water or sewer service, or immediately terminate service to any premises where excessive demands by a customer will result, or have resulted, in inadequate service to other customers. The determination of excessive demand may vary depending on current City water or sewer resources and water and sewer system equipment conditions.
- F. Discontinuance for Fraud or Abuse: The City will refuse or discontinue service to any customer or premises where it is deemed necessary to protect the City from fraud or abuse of service. Discontinuance of service for one or both of these causes will be made immediately upon receipt of knowledge by the City that such condition or conditions exist. The City may seek additional legal remedies in such cases, including the imposition of penalties as provided in Section 24 of this code.
- G. Discontinuance for Unauthorized Turn-on: Where water or sewer service has been discontinued for any reason and the water or sewer is turned on by the customer or another unauthorized person, the water or sewer may then be turned-off at the main, without notice to the customer. The charges for shut-off at the main will be billed at the actual cost for labor and materials plus 50% billed to the offending customer. The charges for water or sewer consumed through such illegal connection will be at 150% of the regular rate for the period of time, as estimated by the City Council, that such illegal or unauthorized connection existed. The City may seek additional legal remedies in such cases, including the imposition of penalties as provided in Section 24 of this code.

- H. Discontinuance for Non-compliance: Unless otherwise specified by specific sections of these rules and regulations, a customer may have service discontinued for violation of any provision of these rules and regulations following five days notification of such impending termination of service. Proper notice is specified in Section 12 of these regulations.

### **Section 17. Restoration of Services**

Restoration of service following discontinuance by customer order shall not require a reconnection fee if the voluntary discontinuation was for more than sixty (60) days. Restoration of service for any other reason shall require a reconnection fee. Restoration of service following discontinuance for non-payment of bills shall be made only after payment of current and past due charges, the reconnection fee, and a security deposit as herein provided.

Restoration following discontinuance because of unsafe facilities, water waste, fraud, abuse, or non-compliance with these rules and regulations will be made only after: a) the irregularity has been corrected; b) any associated charges for disconnection or repairs undertaken by the City have been paid; c) any penalties that were levied have been paid; d) a new application for service has been received with the appropriate deposits; and e) the City has received written assurance that the irregularity will not occur again.

The property owner shall provide access to arctic boxes for connection or reconnection of services including the removal of all snowdrifts around the box.

The customer is responsible for insuring that services are in good condition prior to restoration of services. The customer shall pay any costs for cleaning or thawing a service line prior to reconnection.

### **Section 18. Unusual Demands**

Whenever an abnormally large quantity of water is desired for filling a water storage tank, or for any other purpose, arrangements must be made with the City prior to taking the water. The City Council shall have the power to determine what constitutes an abnormally large quantity of water based on normal or average use. Permission to take water in large quantities will be given only if other customers are not unduly inconvenienced and measures have been taken to minimize any such inconvenience. Purchases of large quantities of water, even if to an existing customer, may be billed under a separate category and for a separate amount from the customer's usual rate.

### **Section 19. Access to Property**

All duly appointed employees or agents of the City shall have free access at all reasonable hours of the day to exterior parts of a customer's building related to utility service (i.e. arctic box, electric meter, etc.) for the purposes of reading meters, inspecting connections, piping and fixtures, discontinuing service under the provisions of Section 16, and to determine the manner and extent to which the utility is being used. When it is necessary to enter a customer's building for the same purposes, the customer will be given notice in accordance with Section 12. The City does not assume the duty of inspecting the customer's service line, plumbing, or equipment and shall not be responsible for these services.

In the event that a customer refuses to provide access to the City in a reasonable period of time, the service may be discontinued for non-compliance with these Regulations in accordance with Section 16.

### **Section 20. Responsibility for Equipment**

- A. Responsibility for Customer Equipment: The City shall not be liable for any loss or damage of any nature whatsoever caused by any defect in the customer's service line, plumbing, or equipment, nor shall the City be liable for loss or damage due to interruption of service or temporary changes in water pressure.



- B. The customer shall be responsible for the condition of the plumbing system on his or her premises when water service is turned on. All drain valves should be closed to prevent water damage.
- C. The customer shall be responsible for maintaining proper heat within his or her property to insure that pipes do not freeze-up, causing harm or damage to the City water or sewer system as well as to the customer's premises. Electrical heat tape shall be energized as necessary to prevent utility lines from freezing. The customer shall pay for all costs associated with keeping service lines from freezing. The City may hold the customer liable for any damage or loss to the City main lines or other parts of the water and sewer system caused by customer freeze-up.

#### **Section 21. Fire Hydrants**

- A. Operation: No person or persons other than those designated and authorized by the City shall attempt to draw water from a hydrant belonging to the City or in any manner damage or tamper with the hydrant. Any violation of this regulation will be penalized according to these Regulations. In cases where temporary service has been granted from a fire hydrant, an auxiliary external valve will be used to control the flow of water.
- B. Damage to Fire Hydrants: Any person who damages a fire hydrant shall be responsible for the cost of its complete repair and return to service. This is in addition to the penalties outlined in Section 24.

#### **Section 22. Manholes and Main Lines**

- A. Operation: No person or persons other than those designated and authorized by the City shall place any substance including, but not limited to, animal and fish carcasses, refuse or trash, rocks or gravel, or honeybucket wastes in any manhole or main line, or in any manner damage or tamper with the manhole or main line.
- B. Damage to Manholes and Main Lines: Any person who damages a manhole or main line or any of the attachments or appurtenances thereof, shall be responsible for the cost of its complete repair and return to service. These charges are in addition to any penalties that may be imposed under Section 24.
- D. Dumping Refuse, Chemicals, or Trash into Sewer Lines: Any person who damages a sewer main or interrupts sewer service through placing trash, refuse, animal carcasses, rocks or other matter not intended to be placed in a sewer will be responsible for all damages and repairs to the sewer lines and treatment works that are a consequence of his or her act. These charges are in addition to any penalties that may be imposed under Section 24.

#### **Section 23. Individual Waste Disposal Responsibilities**

In the event that the City does not provide a solid waste or honeybucket waste pick-up service, the users are responsible to see that waste material is stored in a secure covered container with a tight fitting lid and is hauled to the designated disposal area and deposited at the location as directed by the City Council.

#### **Section 24. Penalties**

Any person violating these rules and regulations shall, upon adjudication by the City and after notice and opportunity to be heard, be subject to a civil penalty not to exceed \$300, which amount shall be spelled out in a separate schedule A. Each separate incidence and each separate day upon which an offense occurs shall be a separate offense.

**Section 25. Suspension of Rules**

No employee of the City is authorized to suspend or alter any of the provisions herein without specific approval or direction of the City Council, except in cases of emergency involving loss of life or property or which put the water and sewer system operation in jeopardy.

**Section 26. Constitutionality and Saving Clause**

If any clause, sentence, paragraph, section, or portion of these rules and regulations for any reason is judged to be invalid by a court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder of this document but shall be confined in its operation to the clause, sentence, paragraph, or portion of these rules and regulations directly involved in the controversy in which the judgement is rendered.